



SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Dwayne Hurliman, with reference to the following facts:

1. At all times mentioned herein, Dwayne Hurliman operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at RR 3 Box 6A, Cordell, OK 73632.
2. APHIS has documented evidence of Dwayne Hurliman's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Dwayne Hurliman's failure to provide adequate veterinary care to animals as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. § 2.40).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Dwayne Hurliman have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Dwayne Hurliman admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Dwayne Hurliman consents and agrees to the following:
 - a. Dwayne Hurliman agrees to sell, donate, and/or transfer ownership and possession of any dogs on his premises, regardless

of ownership, within twelve (12) weeks from the date Dwayne Hurliman signs this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Dwayne Hurliman holds at the time Dwayne Hurliman signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Dwayne Hurliman to retain a reasonable number of dogs that are maintained for his own personal use and enjoyment, provided that the laws of the jurisdiction where Dwayne Hurliman lives allow him to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Dwayne Hurliman's facility to determine his existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Dwayne Hurliman's facility within twelve (12) weeks from the date Dwayne Hurliman signs this Settlement Agreement to verify compliance with paragraph (a) above. Dwayne Hurliman shall not unreasonably withhold his consent to a time and date for Animal Care to conduct the inventories. Dwayne Hurliman shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Dwayne Hurliman signs this Settlement Agreement.

e. As of the date Dwayne Hurliman signs this Settlement Agreement, AWA license 73-A-2621 is hereby revoked.

f. Dwayne Hurliman and any partnerships, firms, corporations or other legal entities that he controls or in which he has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off RR 3 Box 6A, Cordell, OK 73632.

7. Dwayne Hurliman consents and agrees that his failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Dwayne Hurliman based upon the non-compliant items documented at RR 3 Box 6A, Cordell, OK 73632, in connection with animal welfare investigation OK150011-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Dwayne Hurliman's agreements and actions described in paragraph 6 above, and the promises and admissions of Dwayne Hurliman set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Dwayne Hurliman in connection with the alleged AWA violations documented in animal welfare investigation OK150011-AC.

APHIS and Dwayne Hurliman warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



Dwayne Hurliman

Signature: _____

Date: _____

8-22-16

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: _____

Date: _____

8-25-16

Steven M. Bennett
Acting Director
Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture